

PATENT
0142-0317P

IN THE U.S. PATENT AND TRADEMARK OFFICE

Applicant: HICKS, Dennis W. Conf: .
Appl. No.: 09/175,905 Group: UNKNOWN
Filed: October 20, 1998 Examiner: UNKNOWN
For: NETWORK DOCUMENT DELIVERY SYSTEM

LETTER

Assistant Commissioner for Patents
Washington, DC 20231

March 22, 2002

Sir:

Please find attached a Revocation of Power of Attorney, Substitute Power of Attorney, and Change in Correspondence Address, as well as a Certificate Under 37 CFR § 3.73(b) Showing Chain of Title.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17; particularly, extension of time fees.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

By Jeff Y. June #41,458
Joe McKinney Muncy, #32,334

KM/asc
0142-0317P

P.O. Box 747
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(703) 205-8000



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REVOCATION OF POWER OF ATTORNEY, SUBSTITUTE POWER
OF ATTORNEY, AND CHANGE IN CORRESPONDENCE ADDRESS

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

The Assignee of the above-identified patent application or issued patent, OCE-USA INC. having a business office at 5450 North Cumberland, Chicago, Illinois, 60656, United States of America, as evidenced by the enclosed Certificate Under 37 C.F.R. § 3.73(b) showing chain of title, hereby revokes any and all previous powers of attorney for the above-identified patent application or issued patent, and hereby appoints **the practitioners at CUSTOMER NO. 2292 (Birch, Stewart, Kolasch & Birch, LLP)** as the attorneys of the Assignee to receive all correspondence relating to the above-identified application or patent and to transact all business in the United States Patent and Trademark Office connected therewith, with full power of substitution and revocation, and the Assignee ratifies any act done by the Assignee's attorneys in respect of this patent. The new correspondence address is:

BIRCH, STEWART, KOLASCH & BIRCH, LLP or **Customer No. 2292**
P.O. Box 747
Falls Church, VA 22040-0747

The undersigned (whose title is supplied below) is empowered to sign this Revocation and Substitute Power of Attorney on behalf of the Assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

3/19/2002
Date


Signature

Michael A. Scordino

Typed or printed name

Vice President & General Counsel

Title

Enclosure: Certificate Under 37 C.F.R. § 3.73(b)
showing chain of title.

(Rev. 1/3/02)



#7

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Patent No.:
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For: NETWORK DOCUMENT DELIVERY SYSTEM

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)
SHOWING CHAIN OF TITLE

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

OCE-USA INC. *(insert name of Assignee)*, a corporation *(insert type of Assignee, e.g. corp., university, government agency, etc.)* certifies that it is the assignee of the patent application or issued patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application or issued patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

- OR -

B. ☒ A chain of title from the inventor(s), of the patent application or issued patent identified above, to the current assignee as shown below:

1. From: Dennis W. HICKS, Richard NEWMAN, Gary JOHNSON, Lisa O'TOOLE, David HAY, Chris GYLLENSKOG, Steven C. JOHNSON, Matt STEPHENSON, Frank HARTMANN, Ray ASBURY, and Eric LUTTMANN
To: Spur Products
The document was recorded in the Patent and Trademark Office at Reel 9829, Frame 0786, or for which a copy thereof is attached.

2. From: Spur Products
To: OCE-USA INC.

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____
To: _____

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are attached.
- ☒ Copies of assignments or other documents in the chain of title are attached

The undersigned has reviewed all the documents in the chain of title of the patent application or issued patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

3/19/2002
Date


Signature

Michael A. Scordino
Typed or printed name

Vice President & General Counsel
Title



Westpark Corporate Center
9288 West Emerald Street
Boise, Idaho 83704
TEL: 208-377-0001
FAX: 208-377-0080



October 19, 1999

Océ-USA Inc.
5450 North Cumberland
Chicago, Illinois 60656
Attn: Erik van Duerzen

Re: Transfer of Patent Rights

Dear Erik:

This Letter Agreement is intended to provide for the transfer of certain patent application rights from Spur Products Corp.'s ("Spur") to Océ-USA, Inc. ("Océ"). These patent application rights ("Patent Rights") relate to a Network Document Delivery System ("Technology"), formerly embodied in Spur's OutPost product and now exclusively licensed to Océ-USA and marketed as the Océ Office Exec product. In this letter, (i) Océ and Spur are sometimes called the "Parties" and (ii) Spur's transfer of, and potential re-purchase of, the Patent Rights is sometimes called the "Transaction".

The Parties wish to conclude this Transaction due to the imminent international patent application filing deadline for the Technology. On October 20, 1998 Spur filed patent application 09/175,905 with the United States Patent and Trademark Office. Thereafter, Spur and Océ entered into an exclusive Software License and Transfer Agreement dated May 17, 1999 (the "Software Agreement"). In exchange for a minimum license fee payment obligation, the Software Agreement provided Océ with the exclusive, worldwide right to license the Technology. Further, Océ was granted the right to acquire all rights to the Technology upon payment of the minimum license fee payment and Océ's election. It is, therefore, in Océ's ultimate interest to proceed with international patent protection for the Technology.

In recognition of Océ's rights and interests, Spur is willing to transfer all Patent Rights in the Technology prior to the actual transfer of Technology ownership so that Océ can seek international patent protection for the Technology. Therefore, in reliance upon Océ's payment of outstanding consideration provided for in the Software Agreement (i.e. license fees), Spur hereby transfers all rights to patent application 09/175,905 to Océ. In the event Océ does not purchase the Technology on or before May 17, 2001 as provided in the Software Agreement, then Spur shall have the exclusive retained right to re-purchase the Patent Rights, including any additional rights obtained through the filing of an international patent application, from Océ or its assignee for the sum of One Dollar (\$1.00). Furthermore, Spur acknowledges and grants Océ the right to transfer the Patent Rights obtained in this Transaction to Océ-Technologies B.V., Venlo, Netherlands.

This Letter Agreement is the sole document that defines the understanding between the parties on the transfer of Patent Rights. This Letter Agreement supersedes all other oral or written agreements, understandings, representations and warranties, courses of conduct and dealing between the parties related to the transfer of Patent Rights and may be amended or modified only by a writing executed by all of the parties. This Letter Agreement, and any disputes arising from or related hereto, is governed by and construed under the laws of the State of Idaho without regard to conflicts of laws principles. This Letter Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Letter Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

If you are in agreement with the foregoing, please sign and return one copy of this Letter Agreement, which thereupon will constitute our agreement with respect to its subject matter.

Very truly yours,

SPUR PRODUCTS CORP.

By: 

Title: PRESIDENT

Date: Oct 12, 1999

OCE-USA, INC.

By: 

Title: VP Technology

Date: 10/19/99